

CITY OF CHULA VISTA PACKAGE COUNTER PROPOSAL TO WCE

Date: July 15, 2013

The City rejects WCE's June 26, 2013 counter offer. The City makes the following package counter offer to WCE, as found in the attached pages. The City reserves the right to modify, add, or delete any part of this proposal including withdrawing the package and reverting back to the last formal proposals on all open issues. This package offer includes the following subjects:

- Salary Adjustments—The City submits the attached.
- Flex Benefits—The City submits the attached.
- Professional Enrichment—The City submits the attached.
- Career Advancement--The City submits the attached.
- Voluntary work furlough--The City counters by resubmitted the removal of specified language.
- Fees for Professional Licenses/Memberships--The City rejects and provides no counter.

The City agrees previously TA'd items would be part of the final agreement. Current items that are TA's upon include:

- City's OCA proposal (needs signatures to complete TA)
- City's Job Sharing Proposal

- CITY OF CHULA VISTA PROPOSAL TO WCE
REGARDING SALARY ADJUSTMENTS

PROPOSAL #____
DATE: July 15, 2013

CVEA PROPOSAL:

The City submitted a wage proposal. WCE submitted two counter-proposals regarding wages. Proposal 1, which proposes an 8% salary adjustment and Proposal 2, which add 2% for specified certifications and additional certification pay. The City rejected WCE's counter proposals 1 and 2. The City and WCE met on June 18, 2013. After those discussions, the City submitted a counter on June 20, 2013. On June 26, 2013, WCE submitted a Counter. The City now submits the following:

CONCERN:

The City seeks to pursue the goals set forth in the compensation component of its Quality Work Force Program as set forth below.

CITY PROPOSAL:

City of Chula Vista proposal to WCE:

The following shall be added to Section II [Compensation], Subsection A [Wages], Article 2.01 [Wages], with corresponding changes to lettering in the Article:

A. Salary adjustments shall be made as follows:

1. For Fiscal year 2013-2014:

a. Starting the first full pay-period after agreement by the parties and approval by City Council of a successor MOU to the current MOU (set to expire June 30, 2013) between the City and WCE, all WCE represented employees shall receive a 2% salary adjustment.

b. After agreement by the parties and approval by City Council of a successor MOU to the Current MOU (set to expire June 30, 2013) between the City and WCE, in the first full pay period of January 2014 (or at later date determined by the City if an agreement has not been reached and approved by the parties), WCE represented employees identified in Attachment 1 by the City shall receive a 1% salary adjustment

c. The aforementioned salary adjustments are not retroactive.

2. For Fiscal-Year 2014-2015:

a. There shall be no automatic salary adjustments. However, the City would endeavor to in good faith, but cannot commit and is not required to, provide additional salary adjustments in FY 2014-15 based upon the City Manager's determination that salary adjustments are feasible based upon, but not limited to, consideration of the following financial indicators:

- The Five Year Financial Forecast prepared by the Finance Department reflects a structurally balanced budget during the term of the next possible salary adjustment increases during the re-opener period set forth in this paragraph.
 - Assessed Value increased greater than the 2% CPI based on the most recent report from the County of San Diego.
 - General Fund total operating reserves have remained stable from the prior fiscal year.
 - Sales Tax Trends reflect average increases in the past three consecutive reporting periods when compared to the same reporting periods in the prior year.
- b. To allow for salary adjustment increases, the City may reopen the MOU at any time starting in the in the month of February 2014 for salary adjustment increases, that would be implemented during the FY 2014-2015 time period. It is intended that the salary adjustments focus on those below 66% of market.
3. The City agrees to review the Surveyor and Plans Examiner classification, starting in January 2014 and to be completed by the end of July 2014.
4. For Fiscal Year 2014-15, the City agrees that prior to City action based upon the Salary Survey, it shall provide a PDF copy of the Salary Survey to WCE, and WCE that shall have a period of 30 days from receipt of the Salary Survey to review and provide comments on the Salary Survey. WCE shall provide its comments regarding the Salary Survey to the City within the aforementioned 30-day period. The City shall provide WCE's comments to the City's outside consultant on the Salary Survey. The Salary Survey shall be that document which the City intends to provide to its consultant for review.
6. MOU TERM: The MOU expires on June 30, 2015.

RESULT: The City's proposal moves towards its goal of increasing wages for those classifications that are below the top middle one-third of market rate (66% of market) as follows:

- (1) For Fiscal-Year 2013-14, after agreement and Council approval all WCE represented employees shall receive a 2% salary adjustment and 1/14 designated classifications shall receive salary adjustments of 1%.
- (2) For Fiscal-Year 2014-15, wage increases will be determined via a re-opener that is to be used for salary increases only. The salary increases will focus on those below 66% of the market.

[End]

CITY OF CHULA VISTA PROPOSAL TO WCE
REGARDING FLEX BENEFITS

PROPOSAL #____
DATE: July 15, 2013

WCE PROPOSAL:

The City submits the following proposal regarding Flex Benefits.

CONCERN:

The currently provides among the highest level Flex Benefits. Costs for providing such benefits are continually increasing. In addition, under the Federal Affordable Health Care act, the City may be subject to a federal tax if its benefits hit a certain level. Given the costs for providing the benefit, it would not be financial prudent to change the flex benefits at this point.

PROPOSAL:

The City proposes that the Flex Benefit amount for Employee Only, those that opt out of City coverage, and those employees covered by another Chula Vista City employee be fixed at the amount provided in calendar year 2013 (\$12,762). The flex amount for Employee + 1 and Employee + Family will be adjusted under the current 50/50 cost sharing formula.

RESULTS:

The status quo is maintained in Flex Benefits.

CITY OF CHULA VISTA PROPOSAL TO WCE
REGARDING JOB SHARING

PROPOSAL #____
DATE: July 15, 2013

ARTICLE 3.09 JOB SHARING

CITY PROPOSAL:

The City submitted a proposal to WCE regarding job sharing. WCE has rejected the City's proposal. The City submits the following modified proposal.

CURRENT LANGUAGE:

The City will make reasonable accommodation for an employee in a regular position who desires to share his or her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis. All legally permissible benefits will be pro-rated. Each employee shall be notified in writing by the Appointing Authority (as defined in the City Charter) at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

CONCERNS:

City should determine, on a case-by-case basis, if job sharing is beneficial to the department and whether or not employees involved are eligible and qualified in order to ensure the utmost effective and efficient service delivery to the citizens of Chula Vista.

PROPOSED LANGUAGE:

~~The City will make reasonable accommodation for an employee in a regular position who desires to share his or her job with another qualified employee or eligible person.~~ A WCE represented employee may submit a request to his or her appointing authority to share his or her job with another eligible and qualified employee ~~or eligible person.~~ *The Human Resources Director, after consideration of a recommendation by the Appointing Authority, may grant or deny such request. Requests shall not be unreasonably denied. If granted,* jobs may be shared on an hourly or daily basis. All legally permissible benefits will be pro-rated. Each employee shall be notified, in writing, by the Appointing Authority (as defined in the City Charter) at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

RESULT:

The proposed language ensures that the City has sole authority in granting job-sharing requests in order to ensure the utmost effective and efficient service delivery to the citizens of Chula Vista.

CITY OF CHULA VISTA PROPOSAL TO WCE
REGARDING PROFESSIONAL ENRICHMENT

PROPOSAL #____
DATE: July 15, 2013

ARTICLE 2.09 PROFESSIONAL ENRICHMENT

The City submitted its proposal regarding professional enrichment, specifically requiring that enrichment be linked to career path in City and requiring, when requested that employee provide some form of reporting out of training—for example, a paper on the training, a “brown bag” type training, or other similar reporting out. WCE rejected the City’s proposal. The City submit the following modified proposal.

CURRENT LANGUAGE:

Employees represented by WCE are eligible to participate in the City’s Professional Enrichment Program. The annual Professional Enrichment Fund allotment for WCE employees is \$25,000. Employees are eligible to receive up to \$1,200 per fiscal year for professional enrichment. Funds may be used at any time during the fiscal year. Fiscal year reimbursements under the City's "Professional Enrichment" will be closed the second Thursday in June. Employees may request reimbursement for professional enrichment expenses in accordance with Internal Revenue Code Section 132 and any other applicable state and federal law. Employees must receive approval from their Appointing Authority and the City Manager’s designee before funds may be claimed for reimbursement. Reimbursements are on a first come, first serve basis until the funds have been exhausted.

CONCERNS:

Current language does not tie training to improving the employee’s skill level for their current or future position.

PROPOSED LANGUAGE:

Employees represented by WCE are eligible to participate in the City’s Professional Enrichment Program.

To qualify as a reimbursable expense, the employee must demonstrate a link to their current job or career path. Requests for professional enrichment reimbursement must be approved by the employee’s supervisor, prior to any expenses being incurred, under the following terms:

- *Relevant training needs/requests are identified in performance goals*
- *Training to improve current skills or help in career advancement*

- *Employee to report out/follow-up when requested by Supervisor*

The annual Professional Enrichment Fund allotment for WCE employees is \$25,000. Employees are eligible to receive up to \$1,200 per fiscal year for professional enrichment. Funds may be used at any time during the fiscal year. Fiscal year reimbursements under the City's "Professional Enrichment" will be closed the second Thursday in June. Employees may request reimbursement for professional enrichment expenses in accordance with Internal Revenue Code Section 132 and any other applicable state and federal law. Employees must receive approval from their Appointing Authority and the City Manager's designee before funds may be claimed for reimbursement. Reimbursements are on a first come, first served, basis until the funds have been exhausted.

RESULT:

Provides additional accountability in support of the City's Quality Workforce Program.

**CITY OF CHULA VISTA PROPOSAL TO WCE
REGARDING CAREER ADVANCEMENT**

July 15, 2013

ARTICLE 4.02 CAREER ADVANCEMENT

CURRENT LANGUAGE:

- A. Promotion
1. The Assistant Engineer classification will be considered a career advancement position to the Associate Engineer level. Employees will not be required to undergo a promotional exam but will qualify for certification upon (1) fulfillment of a minimum of one year as an Assistant Engineer and upon the forwarding of a positive recommendation by his or her Appointing Authority or (2) becoming registered as a professional engineer by the State of California. Permanent employees who advance from the Assistant Engineer classification under #(1) above to the Associate Engineer level shall not be subject to an additional probationary period. Employees who advance from the Assistant Engineer level as a result of #(2) above, shall serve at least a six month probationary period at the Associate Engineer level and at least a combined total of one year as an Assistant Engineer and/or Associate Engineer.
 2. Employees classified as an Associate Engineer will be allowed to use the working titles of Associate Civil Engineer or Traffic Engineer upon (a) becoming registered as a Professional Civil Engineer or Professional Traffic Engineer by the State of California; and (b) upon completion of the probationary period specified above and upon forwarding of a positive recommendation by the relevant Appointing Authority to the Director of Human Resources.
 3. The career advancement provisions described in numbers 1 and 2 above will also be applicable for Assistant Surveyors I/II

CONCERN:

The City may not have need for staff at the higher-level classification.

PROPOSED LANGUAGE:

I. For WCE represented employees hired on or before June 30, 2013, the following provisions shall apply:

A. Promotion

1. The Assistant Engineer classification will be considered a career advancement position to the Associate Engineer level. Employees will not be required to undergo a promotional exam but will qualify for certification upon (1) fulfillment

- of a minimum of one year as an Assistant Engineer and upon the forwarding of a positive recommendation by his or her Appointing Authority or (2) becoming registered as a professional engineer by the State of California. Permanent employees who advance from the Assistant Engineer classification under #(1) above to the Associate Engineer level shall not be subject to an additional probationary period. Employees who advance from the Assistant Engineer level as a result of #(2) above, shall serve at least a six month probationary period at the Associate Engineer level and at least a combined total of one year as an Assistant Engineer and/or Associate Engineer.
2. Employees classified as an Associate Engineer will be allowed to use the working titles of Associate Civil Engineer or Traffic Engineer upon (a) becoming registered as a Professional Civil Engineer or Professional Traffic Engineer by the State of California; and (b) upon completion of the probationary period specified above and upon forwarding of a positive recommendation by the relevant Appointing Authority to the Director of Human Resources.
 3. The career advancement provisions described in numbers 1 and 2 above will also be applicable for Assistant Surveyors I/II

B. The provision set forth in paragraph I.A, above, shall not be construed under any circumstance as creating a vested right, either expressly or impliedly. The City reserves its right to and may, like any other term, seek modify or terminate this provision in subsequent MOU's.

II. For WCE represented employees hired after June 30, 2013, the following provisions shall apply:

A. Promotion

1. The Assistant Engineer classification will be considered a career advancement position to the Associate Engineer level. Employees will not be required to undergo a promotional exam; *however, an employee's advancement to Associate Engineer will depend upon the City's operational needs. Employees may qualify for advancement to Associate Engineer upon:*

- *Successful completion of the probationary period as Assistant Engineer and a positive recommendation by his or her Appointing Authority*
Or
- *Registration as a professional engineer by the State of California and a positive recommendation by his or her Appointing Authority*

2. The career advancement provisions described ~~in numbers 1 and 2 above will also be applicable for~~ apply to the Assistant Surveyor I/II classifications.

~~Permanent employees who advance from the Assistant Engineer classification under #(1) above to the Associate Engineer level shall not be subject to an additional probationary~~

~~period. Employees who advance from the Assistant Engineer level as a result of #(2) above, shall serve at least a six month probationary period at the Associate Engineer level and at least a combined total of one year as an Assistant Engineer and/or Associate Engineer.~~

3. Employees classified as an Associate Engineer will be allowed to use the working titles of Associate Civil Engineer or Traffic Engineer upon (a) becoming registered as a Professional Civil Engineer or Professional Traffic Engineer by the State of California; and ~~(b) upon completion of the probationary period specified above and~~ upon forwarding of a positive recommendation by the relevant Appointing Authority to the Director of Human Resources.

RESULT:

Advancement to higher classification is based on an employee's qualifications and operational needs.